

**STATE OF ALABAMA**  
**OFFICE OF THE SECRETARY OF STATE**



**Request for Proposal FY2021-03**  
***Electronic Blank Ballot Delivery***  
***& Electronic Voted Ballot Return System***  
***for the 2022 Regular Election Cycle***

<b>Release Date:</b>	<b>July 12, 2021 Noon (Central Standard Time)</b>
<b>Response Due Date:</b>	<b>July 26, 2021 Noon (Central Standard Time)</b>
<b>Primary Contact:</b>	<b>Jeff Elrod, Supervisor of Voter Registration</b> <b>(334) 353-7818</b> <b><a href="mailto:jeff.elrod@sos.alabama.gov">jeff.elrod@sos.alabama.gov</a></b>

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# Section I: GENERAL INFORMATION

## 1. Purpose and Information

Secretary of State John H. Merrill (hereinafter “Secretary of State”) solicits proposals from business entities offering the professional services of individuals who possess a high degree of specialized skill and knowledge in the comprehensive development and implementation of a computerized secure Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System for the 2022 Regular Election Cycle to be held in the State of Alabama that meets or exceeds the requirements, recommendations, and mandates of all state and federal laws, rules, and regulations for the citizens of the State of Alabama who are qualified to vote under the Uniformed and Overseas Citizens Absentee Voting Act (“UOCAVA”)<sup>1</sup> and Code of Alabama 1975, §§ 17-11-40 – 17-11-51. For the purposes of this Request for Proposals (hereinafter “RFP”), the 2022 Regular Election Cycle shall comprise and include the May 24, 2022, Regular Primary Election; June 21, 2022, Regular Primary Runoff Election; and the November 8, 2022, Regular General Election. The Secretary of State has determined that the experience and professional qualifications of the service provider are particularly relevant to the provision of these services.

This RFP is issued in accordance with the requirements of Code of Alabama 1975, § 41-16-72(4), and without limitation. This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional companies that may form the basis for negotiation of agreement(s) to provide the computerized secure Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System referenced above. Specifically, this RFP will focus on soliciting proposals to meet the requirements of UOCAVA.<sup>2</sup>

The proposed solution shall serve as the official computerized secure Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System for the 2022 Regular Election Cycle to be

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<sup>1</sup> 52 U.S.C. § 20301 *et seq.*

<sup>2</sup> 52 U.S.C. §§ 20302(f)(1); 20302(f)(2); 20302(f)(3); and 20302(h).

held in the State of Alabama. This RFP seeks to implement a uniform, interactive, platform structure that is utilized by the State of Alabama and each of the 67 counties' Absentee Election Managers.

*The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama. The Secretary of State further reserves the right to amend this RFP in whole or in part without limitation. Any amendments to the RFP shall be made by written addendum and will be mailed and/or electronically forwarded to all vendors who submitted a proposal to this RFP issued on July 12, 2022.*

## **2. Issuing Office & Contact Information**

From the date of the issuance of this RFP until the selection of a Contractor for professional services, if any, is announced, all inquiries and questions concerning any aspect, component, or part of this RFP shall be directed to the point of contact below listed.

All proposals should be submitted in the format provided in Section II to:

**Jeff Elrod**

**Supervisor of Voter Registration**

Office of Secretary of State John H. Merrill

600 Dexter Avenue, Suite E-208

Montgomery, Alabama 36130

334-353-7818 – telephone

jeff.elrod@sos.alabama.gov – email

## **3. Minimum Qualifications**

Each Respondent must have successfully implemented a similar solution(s) in Alabama, other states, countries, or political subdivisions thereof. Written certification of these qualifications is required in the response. Each Respondent must employ individuals who possess a high

degree of specialized skill and knowledge; as such experience is particularly relevant to the provision of the required services.

#### **4. Written Proposals**

To be considered, each Respondent must submit a complete written proposal in response to the requirements of this RFP. Verbal proposals will not be accepted. Proposals should be as thorough and detailed as possible so that the company's capabilities to provide the required services can be properly evaluated.

#### **5. Due Date & Submission**

Proposals must be received by the Secretary of State's office by July 26, 2021, at Noon (Central Standard Time). Respondents' proposals may be submitted electronically. Proposals received after the due date will not be considered.

It is the responsibility of the Respondent to ensure that its proposal is timely delivered and received in the proper office on or before the deadline for responding to this RFP. The Secretary of State will not consider proposals received after the date and time specified herein. The Secretary of State assumes no responsibility for late delivery by the U.S. Postal Service, the State's Central Mail Facility, a commercial courier service, or any other method of delivery selected by the Respondent. All proposals received by the Secretary of State will be subject to public disclosure in accordance with Alabama public records laws.

During the RFP process, neither the Secretary of State nor other employees of the Secretary of State's office should be contacted by any individual or company that intends to submit a response unless specified herein below:

1. Any questions concerning the RFP must be directed to the Supervisor of Voter Registration.

2. If the individual or company already has an agreement with the Secretary of State, the individual or company may contact the appropriate member of the Secretary of State's office concerning that agreement only.

The proposal must include a statement as to the period during which the proposal is valid. Respondent is responsible for any costs incurred in developing or submitting a proposal, or in presenting information to the Secretary of State.

The proposal must be signed by an official in the responding company who has the authority to bind the company.

## **6. Selection of Provider**

The Secretary of State will review and evaluate all proposals. After the review and evaluation of the proposals, the Advisory Proposal Evaluation Committee referenced in Section III of this RFP may recommend that the Secretary of State conduct interviews. Finalists chosen for interviews, if necessary, will be notified. The Secretary of State reserves the right to request a best and final offer from finalists. The Secretary of State will select the company the Secretary of State determines, in his sole discretion, to be fully qualified to provide highly specialized professional services and best suited among those submitted proposals to best meet the needs of the State of Alabama. *All proposals received in response to this RFP may be rejected and the Secretary of State may solicit additional proposals or may cancel the RFP completely without making a selection.*

Upon selection, the Secretary of State will initiate negotiations for contract terms and conditions, including fees. The selection process is discussed in Section III.

## **7. Immigration Law Requirements**

Pursuant to Code of Alabama 1975, §§ 31-13-9(a)-(f) and 31-13-9(k), as a condition for the award of any contract by the state to a business entity or employer that employs one or more employees, Respondents will be required to meet the following requirements:

*§ 31-13-9(a). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.*

*§ 31-13-9(b). As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.*

*§ 31-13-9(c). Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.*

*§31-13-9(d). A contractor of any tier shall not be liable under this section when such contractor contracts with its direct subcontractor who violates subsection (c), unless it is shown that the contractor knew or should have known that the direct subcontractor was in violation of subsection (c).*



*§31-13-9(f). (1) This section shall not be construed to deny any procedural mechanisms or legal defenses included in the E-Verify program or any other federal work authorization program.*

*(2) A business entity or employer that has enrolled in the E-Verify program and has used the program to verify the work authorization of an employee shall not be liable under this section for violations resulting from the hiring of that employee.*

*§31-13-9(k). All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause: "By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."*

## **8. Agreement**

The Respondent selected to serve as Provider must enter into an Agreement with the Secretary of State. Said Agreement shall comply with all state and federal laws, rules, and regulations. In the event that the Secretary of State selects a Provider, the company shall submit a Scope of Services Exhibit and Schedule of Payments Exhibit, in Word format, to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection.

## **9. Qualification to do Business in Alabama**

All companies submitting proposals in response to this RFP must be qualified to transact business in the State of Alabama in accordance with to include, but not be limited to, Code of Alabama 1975, § 10A-1-7.01 et seq., and shall have filed and possess a valid "Application for Registration" issued by the Secretary of State at the time the agreement is executed. **All proposals submitted in response to this RFP must also include the**

**completed Disclosure Statements (Disclosure Statement, Certificate of Compliance with the Beason-Hammon Act & Immigration Status) as required by Code of Alabama 1975, § 41-16-80 et seq.** Copies of the Disclosure Statements are attached to this RFP. Proposals must also include a fully executed W-9 and current E-Verify agreement.

#### **10. Required Contract Language**

Certain language is required in agreements (contracts) issued by the State of Alabama. The successful Respondent will be required to enter into an agreement which shall include, but is not limited to, language concerning the following or language as specified.

A. **Immigration/E-Verify** - The contract must set forth the penalties for violations of Code of Alabama 1975, § 31-13-9.

**a. Requirement of Code of Alabama (1975), § 31-13-9**

By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of the provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

**b. E-Verify Program**

The Provider agrees to provide documentation establishing that it is enrolled in the E-Verify program. During the performance of the Agreement, the Provider shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

**c. Subcontractor Compliance with E-Verify Program**

If the Provider uses any subcontractor in the performance of this Agreement, such subcontractor shall enroll in the E-Verify program prior to performing any work on the project during the performance of the Agreement and,

furthermore, the subcontractor shall participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

- B. **Total Contract Amount** – The Maximum dollar amount to be paid under the contract and specific statement of what is included in this amount.
- C. **Term of Agreement** – The beginning and ending dates. The term of the agreement will be for the period covering the 2022 Regular Election Cycle.
- D. **Contract Not A Debt** – It is agreed that the terms, conditions, and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
- E. **Effective Date Language** – Provider acknowledges and understands that this agreement is not effective until it has received all requisite state government approvals, and shall not begin performing work under this contract until notified to do so by the Secretary of State. Specifically, the effective date of the agreement will commence upon the Governor of the State of Alabama's approval. Provider is not entitled to compensation for work performed prior to the effective date of the Agreement.
- F. **Termination Language** – All agreements shall contain provisions regarding termination for cause, without cause as well as providing remedies not involving termination. All agreements shall explicitly provide that a party's sole remedy regarding any final dispute involving the payment of money will be addressed by the party filing a claim with the Alabama Board of Adjustment.
- G. **No Assignment of Contracts (Agreements)/No Agency Created** – A professional services contract/agreement cannot be assigned to a third party. If

a different contractor is required, the original contract/agreement must be canceled and a new contract must be initiated. Specifically, the agreement shall provide that neither party may assign its rights or obligations arising out of the agreement without the other party's prior written consent. The agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in the Provider on behalf of Secretary of State. Furthermore, the agreement expressly forbids the creation of an agency or any other action that would create or imply that the Provider is an agent of the Secretary of State.

- H. **No applicability of Alabama Merit System** - Neither the Provider nor any contractor or subcontractor or agents related thereto is/are to be considered an Alabama Merit System employee and is/are not entitled to any benefits of the Alabama Merit System.
- I. **Severability** - If any term of the agreement is held to be unenforceable, the other terms of this agreement shall be enforced to the fullest extent permitted by law.
- J. **Governing Law and Jurisdiction** - The agreement shall be governed by and interpreted in accordance with all applicable laws of the State of Alabama without application of any conflicts of law provisions. In the event of a dispute resulting in litigation, the parties hereto consent to the personal jurisdiction and venue of the courts of the State of Alabama in Montgomery, Alabama.
- K. **Compliance with Alabama Act No. 2016-312** - By signing the agreement, the provider affirms and represents to the Secretary of State that the Provider is not currently engaged in, and that it shall not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- L. **Cybersecurity and Enterprise Architecture**  
Throughout the term of the agreement and at all times in connection with its actual or required performance, Provider shall maintain and enforce an information security program including safety and physical and technical security

policies and procedures with respect to its processing of any data/confidential information that comply with the requirements of the State of Alabama Office of Information Technology Policies promulgated by the State of Alabama Office of Information Technology and its predecessor entities pursuant to Ala. Code §§ 41-4-221(8), 41-4-282, and 41-28-4(10). Such policies are currently posted at <https://oit.alabama.gov/governance-library/>. The State reserves the right to introduce new policies during the term of the agreement and require Provider to comply with same. At the request of the State, and at no additional cost to the State and/or State of Alabama Office of Information Technology, Provider shall provide to the State of Alabama Office of Information Technology Security Operations Center (SOC) ongoing security-related logs for use in State of Alabama Office of Information Technology SOC monitoring. Access to certain state properties including but not limited to state data centers, network wiring closets, any Alabama Law Enforcement Agency (ALEA) facility, and any other physically secure criminal justice locations (i.e. corrections, courts, academies, training facilities, sheriff's office, police department, etc.) requires escort by an authorized State employee or contractor. Should physical access be necessary, it shall be the responsibility of Provider to coordinate escorted access through the State of Alabama Office of Information Technology Service Desk. Escort requests shall include the business name and contact information, location being visited, reason for visit, date, time, and duration of visit, and name of person escorting. Unescorted access requires a state and national fingerprint-based background check performed by ALEA and completion of appropriate security awareness training, the costs for which shall be borne by Provider.

**M. Data Breach Notification**

Provider agrees to notify the Alabama Secretary of Information Technology within 24 hours in the event of any Breach, as defined in Chapter 38 of Title 8 of the Code of Alabama (1975), the Alabama Data Breach Notification Act of 2018 (the "Notification Act"), of any State data. Notwithstanding the forgoing, if Provider

determines that Sensitive Personally Identifying Information which directly relates to any data processed or held as a result of the agreement has been acquired or is reasonably believed to have been acquired by an unauthorized person, Provider shall give notice of the breach to the Alabama Secretary of Information Technology, regardless of whether such acquisition is reasonably likely to cause substantial harm to the individuals to whom the information relates. Provider further agrees that any notification under the Notification Act which Provider sends to the Alabama Attorney General shall also be forwarded to the Alabama Secretary of Information Technology. Notification under this section shall be performed in the same manner and under the same procedures as defined in the Notification Act, unless otherwise defined in this agreement or subsequently agreed in writing by Provider and the State. Terms capitalized in this section which are not defined elsewhere in the agreement shall have the meaning defined in the Notification Act. This provision shall survive termination or expiration of this agreement. Any notification to the Alabama Office of Information Technology and/or the Alabama Secretary of Information Technology shall be addressed to: Chief Information Security Officer, 64 North Union Street, Suite 200, Montgomery, Alabama 36103; (334) 242-3800.

## **Section II: PROPOSAL**

Proposals received will be evaluated based on the contents of the proposal, including the Respondent's ability to provide the services of individuals who possess a high degree of specialized skill and knowledge, as said experience and professional qualifications are particularly relevant to the provisions of these services. Proposals will also be evaluated on to include, but not be limited to, the Respondent's ability to perform the requested services, expertise, fees, completeness of proposal and any past positive or negative experiences the Secretary of State has had with a Respondent. Code of Alabama (1975) § 41-16-21 and § 41-16-70, et seq., and without limitation, provides direction to the State of Alabama in securing

professional services. The professional services provider shall best meet the needs as expressed in the RFP. Price shall be taken into consideration.

The proposal should include, but is not limited to, the following:

**1. Background Information, Administration and Personnel**

**A. Corporate Overview**

1. Provide an overview of the Respondent, including the following:

Corporate profile, including the financial condition of the Respondent, overall business objectives, Respondent's experience, quality control procedures and ownership.

2. Provide an audited financial statement covering the Respondent's most recently concluded fiscal year.
3. Provide any restrictions, consent orders, litigation or mediation involving the Respondent, principals, or key personnel within the past five years; provide prior formal administrative protests or actions such as notices of default, unsatisfactory performance, etc., involving state or federal government and private companies related to the quality or performance of electronic blank ballot delivery systems and/or electronic voted ballot return systems for any local, county, State or Federal government agency, public or private association, or private company.
4. Provide detailed information on any individuals, or subcontractors your company will partner with to provide services to the Secretary of State.
5. Provide a statement regarding the Respondent's commitment to minority business involvement.

**B. Personnel**

1. Provide the name, title, contact information, and total years' experience of staff members who will be assigned to the professional services required in this RFP.

**C. Client Information**

1. Provide the organization name, address, contact name and telephone number of other clients for whom similar professional services described in this RFP have been provided.

## **2. Technical Capability & Required Services**

### **A. Technical Capability**

1. Describe your system's capability that allows "state of the art" services and your commitment to technological advances in the industry.
2. Describe your system's security capabilities and any federal or industry standards it meets or exceeds.
3. Describe in detail any security test(s) that your system has been submitted for and the results of the test(s), e.g. who, what, when, etc.
4. Explain briefly any area of expertise that sets your company apart from other providers as well as your company's resources and institutional stability.

### **B. Required Services**

1. The Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System for the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022, shall permit implementation and administration by county or state election officials (i.e., absentee election managers and appropriate staff of the Office of the Secretary of State).
2. The Respondent shall be responsible for creating and proofing for accuracy all electronic ballots to be utilized in the Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System for the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022. The Respondent shall provide state election officials access to conducting random proofing of electronic ballots in the system at the state election officials' discretion.
3. The Respondent shall be responsible for creating and proofing for accuracy ballots that include ranked-choice selections for all federal



offices that have three or more candidates to appear on the ballot. The Respondent shall ensure that state offices, local offices, and any state or county referenda shall allow only one selection for races for these offices or referendums on the same ballot.

4. Transmission of blank absentee ballots electronically for all 67 counties in the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022. The electronic blank ballot transmission system must issue electronic ballots to all eligible UOCAVA voters requesting receipt of their ballots electronically.
  - a. The electronic blank ballot transmission system must securely transmit blank absentee ballots of the appropriate style, including supporting documentation, electronically to State of Alabama UOCAVA voters for the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022, via an interactive wizard securely through the internet.
  - b. For each county, the system must securely transmit blank absentee ballots containing each federal, state or county office, and any state or local referenda to be voted on by the UOCAVA voter.
  - c. The electronic blank ballot transmission system must be ready to issue electronic ballots by the following dates to all eligible UOCAVA voters requesting receipt of their ballot electronically: by March 18, 2022, for the May 24, 2022, Regular Primary Election; as soon as possible for the June 21, 2022, Regular Primary Runoff Election; and by September 2, 2022, for the November 8, 2022, Regular General Election.
  - d. The system must be securely accessible through the internet to verified and authorized voters.
  - e. The system must be securely accessible through the internet to verified and authorized election administration personnel.

- f. The system must allow for authentication of the voter prior to accessing the wizard.
- g. The system must allow the voter to make and verify their selections electronically and print the marked ballot if the voter intends or is required to return the ballot by U.S. mail.
- h. The system must allow the voter to make and verify their selections electronically and integrate with the facility for the electronic return of the voted ballot for those UOCAVA voters eligible to return their voted ballot electronically.
- i. The system must allow the authenticated voter to print an unmarked blank ballot.
- j. The system must allow the voter to print detailed, complete jurisdiction-specific instructions for the return by U.S. mail of a marked ballot, to include but not limited to cover sheets, mailing and security envelopes templates, postal and email addresses, affidavits, and oath statements.
- k. The system must track and log session activity for use in forensic processes.
- l. The system must allow authorized election administration personnel to manage and approve absentee ballots for voters.
- m. The system must validate each voter's email address to identify common errors and notify election administration personnel for review and correction, if necessary.
- n. The system must copy to state and county election administration personnel all email messages transmitted to voters.
- o. The system must provide email delivery failure notices to state and county election administration personnel.
- p. The system must use State of Alabama or other U.S.-based email servers for transmission of messages to voters.

- q. The system must utilize one or more email addresses established by each county Absentee Election Manager as the sender for email messages originating from the electronic ballot transmission system.
  - r. The system must be user-friendly.
- 5. Transmission of electronic voted ballots to the appropriate county Absentee Election Manager for the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022. The electronic voted ballot return system must transmit voted electronic ballots from all eligible UOCAVA voters residing outside the territorial limits of the United States who choose to return their ballot electronically.
  - a. All 67 counties in the State of Alabama will participate in the electronic voted ballot return system. However, Jefferson County is divided into two divisions, the Birmingham Division and the Bessemer Division. Each division in Jefferson County shall be treated as its own county for the purposes of this system.
  - b. The electronic voted ballot return system will be available only to eligible UOCAVA voters residing outside the territorial limits of the United States. The system must be able to restrict participation to only those voters identified by the appropriate county Absentee Election Manager as meeting this criterion.
  - c. The electronic voted ballot return system shall permit the transmission of electronic voted ballots only until 11:59 P.M. Central Standard Time on May 24, 2022, for the Primary Election; 11:59 P.M. Central Standard Time for the Primary Runoff Election on June 21, 2022; and 11:59 P.M. Central Standard Time for the General Election on November 8, 2022.
  - d. The system must transmit electronic voted ballots, including supporting documentation, securely and electronically to the

appropriate county Absentee Election Manager for the 2022 Regular Election Cycle to be held in the State of Alabama on May 24, 2022; June 21, 2022; and November 8, 2022, via an interactive system through the internet.

- e. For each county, the system must securely transmit voted absentee ballots containing each federal, state or county office, and any state or local referenda voted on by the UOCAVA voter.
- f. The electronic blank ballot transmission system must be ready to transmit electronic ballots by the following dates from all eligible UOCAVA voters choosing to return their ballot electronically by March 18, 2022 for the May 24, 2022, Regular Primary Election; as soon as possible for the June 21, 2022, Regular Primary Runoff Election; and by September 2, 2022, for the November 8, 2022, Regular General Election.
- g. The system must utilize encrypted information, including, but not limited to, ballots, passwords, and both public and private encryption keys.
  - i. A public or private key encryption methodology shall include key generation under the control of the Secretary of State.
  - ii. A password protected private key shall be held securely by the county appointing board and never transmitted or otherwise divulged by any means.
  - iii. A password protected private key that is unique for each eligible UOCAVA voter to digitally sign the ballot for transmission and storage before decryption.
- h. The vendor must include the capability for auditing the secure remote voting application source code, and the capability for this application to be executed on a clean computer, which, at a

minimum, has a baseline operating system on its hard disk and no other software or driver installed.

- i. The system must provide for the verification of the authenticity of the identity of the UOCAVA voter before granting access to the transmission of election material.
- j. The system must provide the capability for the UOCAVA voter to determine that the secure transmission of election material was successful.
- k. The system must provide the capability for the absentee election manager to segregate rejected ballots before decryption.
- l. The system must provide for the printing of ballots and supporting documentation.
- m. The system must provide the capability to record election material received by secure transmission.
- n. The system must provide the capability for the Absentee Election Manager to produce a marked paper ballot for each vote cast by secure transmission.
- o. The system must be securely accessible through the internet to verified and authorized voters.
- p. The system must be securely accessible through the internet to verified and authorized election administration personnel.
- q. The system must allow for authentication of the voter prior to accessing the system.
- r. The system must track and log session activity for use in forensic processes.
- s. The system must allow authorized election administration personnel to manage and receive absentee ballots from voters.
- t. The system must ensure the secrecy of each voter's ballot.

- u. The system must validate each voter's email address to identify common errors and notify election administration personnel for review and correction, if necessary.
- v. The system must copy to state and county election administration personnel all email messages transmitted to voters.
- w. The system must provide email delivery failure notices to state and county election administration personnel.
- x. The system must use State of Alabama or other U.S.-based email servers for transmission of messages to voters.
- y. The system must utilize one or more email addresses established by each county Absentee Election Manager as the sender for email messages originating from the electronic voted ballot return system.
- z. The system must be user friendly for the UOCAVA voters and for election administration personnel.

6. Help Desk Services

- a. A Help Desk must be provided for voters and election administration personnel.
- b. Help Desk must be available twenty-four (24) hours a day, seven days a week, beginning on March 18, 2022, for the May 24, 2022, Regular Primary Election; immediately following the May 24, 2022, Regular Primary Election for the June 21, 2022, Regular Primary Runoff Election; on September 2, 2022 for the November 8, 2022, Regular General Election; and continuing until 10 days after each election for voters and election administration personnel.
- c. Help Desk must provide support at a minimum by toll-free telephone and email.
- d. Respondent will maintain Help Desk statistics on help request volume, resolution, and response time, and provide reports to the Secretary of State upon request.

## 7. Security and Privacy Protections

- a. National Institute of Standards and Technology (NIST) document NISTIR 7551 paragraph 6.2<sup>3</sup> outlines several threats against electronic blank ballot delivery systems. Respondent should comment on its proposed system's ability to mitigate those threats. At a minimum, the Respondent should identify how its proposed system will:
  - i. Confidently authenticate the blank ballot delivery system and electronic voted ballot return system to the voter.
  - ii. Confidently authenticate the voter to the blank ballot delivery and electronic voted ballot return system.
  - iii. Confidently confirm correct blank ballot delivery to the voter.
  - iv. Confidently confirm requests for blank ballot replacement from the voter.
  - v. Confidently confirm the receipt of electronic voted ballots from the voter.
  - vi. Protect private voter information.
  - vii. Protect the voting server from malware.
  - viii. Warn voters of the risk of phishing attacks.
  - ix. Warn voters of the risk of host malware attacks.
  - x. Protect against server-based Denial of Service attacks.
  - xi. Protect against host-based Denial of Service attacks.

## 8. Training

- a. Prior to the applicable absentee election period specified herein, the Respondent shall train all appropriate elections personnel on the use and administration of the system.
- b. Training shall be done in person with follow-up training available.

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<sup>3</sup> "A Threat Analysis on UOCAVA Voting Systems," Andrew Regenscheid and Nelson Hastings, December 2008, <http://www.nist.gov/itl/vote/upload/uocava-threatanalysis-final.pdf>

- c. Training shall be supplemented by one or more “quick reference” guides and a user manual for use by all appropriate elections personnel utilizing the system.

9. On-Site Support

- a. On-site support shall be provided to county elections personnel on May 24, 2022, for the Regular Primary Election; June 21, 2022, for the Regular Primary Runoff Election; and November 8, 2022, for the Regular General Election, to ensure the successful implementation of the electronic voted ballot return system, respectively.

10. Disaster Recovery

- a. The Respondent must have a disaster recovery plan and a secondary system available for use in case a disaster causes primary system degradation and/or loss of availability.

### 3. Price Proposal

A. Overview

- 1. Each response should provide prices for professional services only. No hardware or equipment is to be priced in the proposal. Prices for all hardware or equipment items discussed in the system overview are to be stated separately and are **NOT** to be included in the total price of the proposal. The State of Alabama is required to purchase any hardware or equipment through the State Purchasing Department. Prices are to be stated for items within categories as follows, with a total for each category and a grand total.
  - a. Design
  - b. Development
  - c. Implementation
  - d. Training
  - e. Maintenance
  - f. System Support



## **Section III: SELECTION & AWARD**

### **1. Overview**

The Secretary of State will designate an Advisory Proposal Evaluation Committee. The Committee will review and evaluate proposals received from eligible Respondents in response to this RFP and, if a recommendation is made, will make its recommendation to the Secretary of State. The Secretary of State will, at his sole option, choose a proposal to proceed with contracting services. *The Secretary of State reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama.*

### **2. Proposed Contract**

In the event that the Secretary of State selects a Provider, the Respondent shall submit a Scope of Services Exhibit and Schedule of Payments Exhibit, in Word format, to the Secretary of State within five (5) calendar days of being notified by the Secretary of State of such selection. Time is of the essence and the Respondent will provide prompt responses during the contract negotiation. If there is a successful negotiation of a contract, the Respondent and the Secretary of State will comply with all of the terms and conditions of that document and all other applicable federal and state laws, rules and regulations. Review of any proposed contract will be a comprehensive analysis of its legality of form and compliance with all applicable federal and state laws, rules, and regulations, and shall be subject to review by the Alabama Legislative Contract Review Oversight Committee, Examiners of Public Accounts, or other entities designated by the Secretary of State.

### **3. Invoicing**

The Secretary of State will make no advance payments. All invoices shall be submitted in arrears on a monthly basis and are subject to the laws, policies and procedures of the State of Alabama Department of Finance.

#### **4. News Releases**

No news releases, press conferences or advertisements pertaining to this solicitation or to awards made as a result of this solicitation, will be made and/or conducted without prior written approval of the Secretary of State.

#### **5. Workspace and Equipment**

The Respondent must provide its own workspace and equipment needed to carry out the services required under this RFP.

#### **6. Insurance**

Upon award, the Respondent will be asked to provide the Secretary of State within ten (10) working days of notification of award, certificates of insurance from an entity licensed to provide insurance within the State of Alabama. The Respondent will carry and maintain, during the entire period of performance under this contract, the following:

1. Worker's Compensation and Employee's Liability insurance with a minimum of \$200,000 per incident;
2. Comprehensive General Liability insurance with a minimum of \$1 million bodily injury per occurrence; and
3. Bonding of Respondent's employees (permanent, temporary or contracted) with a minimum of \$200,000 per incident.

Certificates of Insurance will be necessary for any and all sub-contractor(s), joint venture partner(s), or related entity of the Respondent.

## **Section IV: SYSTEM FAILURES**

The Respondent must provide details on any failures that have affected users ability to use its computerized secure Electronic Blank Ballot Delivery & Electronic Voted Ballot Return System. Respondent is advised, and placed on notice, that its failure to provide full, comprehensive, adequate and truthful information regarding this question will be grounds for disqualification.